

**PART I - THE SCHEDULE**

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

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**SPECIAL CONTRACT REQUIREMENTS**

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## **PART I - SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 TECHNICAL DIRECTION**

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The COR shall designate a task coordinator for each of the work areas and subwork areas identified in Section C. The technical monitor will act as the focal point for oversight of the task and its subtasks. The COR will also designate subtask interfaces to provide routine coordination of subtask work and conduct routine review of subtasks. Special needs and unusual situations will be addressed through the technical monitor or COR. The term "technical direction" is defined to include, without limitation:
  - (1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual statement of work.
  - (2) Provision of written information to the Contractor which assists in the interpretation of technical portions of the work description.
  - (3) Review and, where required by the contract, approval of technical reports and information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
  - (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes";

- (3) In any manner causes an increase or decrease in the total estimated contract cost, the base and performance fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
  - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions shall be issued in writing by the COR.
  - (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by the article and within his authority under the provisions of this article.

If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

- (1) Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
  - (2) Inform the Contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and to cancel the direction; or
  - (3) Advise the Contractor within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes" of the General Provisions (PART II – Section I. Clause I.70).

## **H.2 MODIFICATION AUTHORITY**

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this contract, or
- (c) Modify any term or condition of this contract.

## **H.3 GOVERNMENT-FURNISHED PROPERTY AND DATA**

Pursuant to the clause of the Contract Clauses entitled “Government Property Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts,” a detailed listing of all Government furnished property (GFP) will be provided to the successful offeror. Government property shall be furnished for contract performance on a Government establishment or installation. FAR Clause 52.245-1, Section I, Clause I.80, Property Records, will apply to all Government Property located on the Government installation, located at 900 Commerce Road East, New Orleans, LA. The Government’s official property records for Government Property on the Government installation shall be maintained by the Strategic Petroleum Reserve (SPR) Management and Operating (M&O) Contractor.

### **(a) Reporting Requirements**

- (1) The reports required in accordance with the clause referenced above, and as specified in the Department of Energy Acquisition Regulation (DEAR) Part 945, shall be submitted on DOE Form 4300.3, pursuant to DEAR Part 945 and the form’s instructions.
- (2) The reports are to include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.

- (b) Low Dollar Value Limitation. Except as otherwise authorized by the CO in writing and notwithstanding the contract clause, entitled “Government Property (Fixed Price)”, “Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)”, the contractor is not authorized to acquire as a direct charge items under this contract any equipment (including office equipment), furniture, fixtures or other real or personal property items having a unit acquisition cost of five thousand dollars (\$5,000) or more. The

contractor may request authorization for such acquisitions from the CO. Any request for authorization shall include any analysis of the most economical method of acquisition.

#### **H.4 KEY PERSONNEL**

Pursuant to the clause of the Contract Clauses entitled “Key Personnel,” the Contractor’s key personnel are as established in Attachment 2 of Section J of this contract.

#### **H.5 SUBCONTRACTS**

Prior to the placement of subcontracts, the Contractor shall ensure that:

- (a) They contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts;
- (b) Any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.804-4, Section I) and subcontractor Representations and Certifications.
- (c) Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. (See the clause entitled “Subcontracts.”)

Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms and conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

#### **H.6 SERVICES OF CONSULTANTS**

- (a) In addition to the provisions of the clause of the contract entitled “Subcontracts (Cost-Reimbursement and Letter Contracts),” the prior written consent of the Contracting Officer also shall be obtained for the utilization of the services of any consultant under this contract.
- (b) The Contractor will obtain and furnish to the Contracting Officer information concerning the need for and selection of such consultant

services and the reasonableness of the fees to be paid, including but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultant to others for performing consulting services of a similar nature.

## **H.7 ORDERING PROCEDURE**

Performance of work under this contract which the Contracting Officer assigns by task orders shall be subject to the following ordering procedure:

- (a) Task and Subtask Assignments will be issued annually by the Contracting Officer to the Contractor designating (a) the task to be performed; (b) the schedule of performance; and (c) any other materials, and authorized travel. Such assignments will be issued on forms specified and provided by the Government. Task and Subtask Assignments will be numbered.
- (b) The Contractor shall submit within 10 days after receipt for each Task Assignment issued, a Task Plan on forms specified and provided by the Government except as set forth below. The Task Plan is the Contractor's resources plan for accomplishing the work described in each Task/Subtask Assignment and will be submitted in response to the Task Assignment. The Task Plan shall be the Contractor's overall estimate for the completion of the Task Assignment and shall include the following:
  - (i) Date of Commencement of Work and any necessary revision to the schedule of performance.
  - (ii) Labor hours (both straight time and overtime), on a monthly basis, by applicable labor category.
  - (iii) The travel and material estimate.
  - (iv) An estimate for subcontractors reflecting the man-years of effort, as appropriate.
- (c) Each Task Assignment shall specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation as appropriate.



- (d) The Task Assignments and Task Plans will be finalized through the issuance of Task Orders annually by the Contracting Officer.
- (e) The Contractor's Task Plan is subject to the approval of the Contracting Officer. If the approved Task Plan estimate of DPLH and dollars differ from the Task Order, a revised Task Order incorporating the approved Task Plan estimate of DPLH and dollars will be issued. After a Task Order is issued, if any revision becomes necessary to the estimated cost or level of effort, the Contractor shall promptly submit to the Contracting Officer a revised Task Plan with explanatory notes. Revised Task Plans submitted by the Contractor are subject to the approval of the Contracting Officer, and a revised Task Order is required if a revised Task Plan is approved.
- (f) Costs and DPLH shall be tracked by the Contractor for each Task Order. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that either the costs or DPLH it expects to incur under a Task Order in the next 30 days, when added to all costs or DPLH previously incurred, will exceed 85 percent of the total costs or DPLH designed on the Task Order.
- (g) Orders shall be issued for completion only within the TERM OF CONTRACT, unless unexercised options to extend the term are available to the Government. In that event, any task period of performance is considered provisional unless the TERM OF CONTRACT is extended.
- (h) This ordering procedure is of a lesser order of precedence than the "Limitation of Cost," "Limitation of Funds," "Completion Dates," "Term of Contract," or "Work Effort" clauses of the contract. The Contractor is not authorized to incur costs on Task Orders which are not in compliance with any of those clauses of the contract.

## **H.8 CONFIDENTIALITY OF INFORMATION**

- (a) To the extent that the work under this contract requires that the contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to disclose such information to the third parties

unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to

- (1) Information on which, at the time of receipt by the Contractor, is in the public domain;
  - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
  - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
  - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge, or disclose any such information or data to any person or entity except those persons with the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor receives such information.
- (d) The Contractor agrees that, upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clause shall flow down to all subcontracts.

**H.9 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR OR QUOTER**

The Representations, Certifications, and Other Statements of the Offeror, dated \_\_\_\_\_, for this contract are hereby incorporated in Part IV - Section K.

**H.10 EQUIVALENT FEDERAL WAGE RATES**

In the performance of this contract, the Contractor shall comply with the requirements of the Service Contract Act of 1965, as amended, contract clause. A copy of the applicable Wage Determination is attached to this contract (see Part III - Section J).

**H.11 PERFORMANCE FEE**

(a) Definitions

- (i) Performance Fee – is the amount available that the Contractor may earn in whole or in part, based on an evaluation of the Contractor’s performance under the contract, as specified in Sections B.4, Estimated Cost and Fee and B.5, Obligation of Funds of the contract.

The amount of performance fee specified in Sections B.4, Estimated Cost and Fee and B.5 Obligation of Funds is the total amount available for the performance fee pool by fiscal year due and payable in the amounts specified herein.

- (ii) Fee Determination Official (FDO) – is the Assistant Project Manager, Management and Administration.

(b) Payment of Performance Fee

- (i) Performance Fee – Following the determination by the FDO as set forth below, the Government will, on an annual basis, promptly make payment of any performance fee upon the submission of a public voucher or invoice in the amount of the total performance fee earned for the period evaluated. Payment shall be made without the need for a contract modification.

The available performance fee will be reduced if the estimated quantity of labor hours are not ordered. The amount of performance fee available will be in the same proportion as the labor hours order to the estimated labor hours set forth in Section B. This could be illustrated with a formula:

$$\begin{array}{c} \text{Performance Fee} \\ \text{(as set forth in} \\ \text{Section B)} \end{array} \times \frac{\begin{array}{c} \text{Labor Hours} \\ \text{ordered} \end{array}}{\text{Estimated Labor Hours}} = \begin{array}{c} \text{Performance Fee} \\ \text{available} \end{array}$$

(c) Determination of Performance Fee Earned

- (1) The Government shall, at the conclusion of each specified evaluation period, evaluate the Contractor's performance for a determination of performance fee earned.
- (2) For this contract, the Government FDO shall be the Assistant Project Manager, Management and Administration. The Contractor agrees that the determination as to the amount of performance fee earned will be made solely by the Government FDO and such determination is binding on both parties and shall not be subject to appeal under the contract clause entitled ***Disputes - Alternate I***, referenced in Section I, I.70, Clauses Incorporated by Reference, or otherwise subject to litigation under the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613), or any other appeal clause.
- (3) The evaluation of Contractor performance shall be in accordance with the Performance Evaluation Plan described in Subparagraph d. below. The Contractor shall be promptly advised in writing of the determination and the reasons why the performance fee was or was not earned. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government in accordance with the Performance Evaluation Plan (PEP), the FDO may also consider any information available to him or her which relates to the Contractor's performance of contract requirements regardless of whether or not those requirements are specifically identified in the PEP. To the extent the Contractor does not perform those requirements; the FDO may reduce the fee determination. In the event that the Contractor's performance is considered unacceptable in any area of contract performance which is specifically assigned to the particular performance area, the FDO may at his/her sole discretion determine the Contractor's overall performance to be

unacceptable, and accordingly may withhold the entire performance fee for the evaluation period.

- (4) If, in the performance of this contract, there is a catastrophic event (such as a fatality, or a serious workplace related injury or illness to one or more employees, loss of control over classified material, or significant damage to the environment), the FDO or his/her designee, may reduce any otherwise earned fee for the evaluation period by an amount up to the fees earned. In determining any diminution of fee resulting from a catastrophic event, the FDO or his/her designee will consider whether willful misconduct and/or negligence contributed to the occurrence and will take into consideration any mitigating circumstance presented by the contractor or other sources. This clause is in addition to any other remedies available to the Government that may be contained in this contract.

(d) Performance Evaluation Plan

- (1) The Government shall establish unilaterally a Performance Evaluation Plan upon which the determination of performance fee shall be based. Such Plan shall include the performance measures set forth in Section C and any additional objectives and measures deemed appropriate. A copy of the Plan shall be provided to the Contractor 30 calendar days prior to the start of an evaluation period.
- (2) The Performance Evaluation Plan will set forth the criteria upon which the Contractor will be evaluated for performance relating to any technical, schedule, management, and/or cost objectives selected for evaluation. Such criteria may be objective or subjective. The Plan shall also set forth a performance grading and fee conversion table establishing performance points and the percentage of available performance fee earned for each performance point for outstanding, good, satisfactory, marginal, and unsatisfactory performance levels.
- (3) The Performance Evaluation Plan may, consistent with the contract statement of work, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor at least 90 calendar days prior to the end of the evaluation period in which the change will apply and at least 30 calendar days prior to the change becoming effective.

(e) Contractor Self-Assessment

Following each evaluation period, the Contractor shall submit a self-assessment within 7 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The FDO will review the Contractor's self-assessment as part of their evaluation of the Contractor's management during the period. An unrealistic self-assessment will result in lower performance fee determinations. The Contractor will not be penalized for a realistic self-assessment, although deficiencies noted by the Contractor may be reflected in the Government's evaluation. The self-assessment itself will not be the basis for the performance fee determination.

(f) Schedule for Performance Determinations

The FDO shall issue the final performance fee determination in accordance with the schedule set forth in the Performance Evaluation Plan.

## **H.12 CONTRACTOR'S PROJECT MANAGER**

The Contractor shall designate a Project Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Project Manager shall provide the single point of contact between the Contractor and the Government's COR under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor. The Project Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DOE COR may issue within the terms and conditions of the contract.

## **H.13 PUBLIC RELEASE OF INFORMATION**

- (a) It is the policy of DOE that Contractors share in the responsibility for timely and appropriate public reporting of unclassified DOE-related activities in order to enhance the public understanding of energy development activity and to promote commercial development of new and more efficient energy sources.
- (b) Contractors are expected to submit to the Contracting Officer for advance review and coordination all such oral, written, and visual information

material proposed for public issuance, except items of local interest only, and those which are comparable to issuance made previously under similar circumstances.

#### **H.14 SAFETY AND HEALTH**

The contractor shall develop, implement, and maintain a comprehensive Safety and Health Program which shall include all activities necessary to ensure the health and safety of the workforce and shall meet the requirements of DOE Orders, SPR requirements, and federal, state, and local codes. Program elements include safety and health inspections; hazard abatement; accident investigations; records maintenance; and industrial hygiene.

##### **Deliverables:**

- a) Tabulation of work hours and vehicle usage - Report is due Quarterly on DOE Form 5484.Y to DOE ES&H Division.
- b) DOE Form 5484.X, Accident/Incident Report is due within 14 days of an incident to DOE ES&H Division. Accidents shall be reported within 24 hours to DOE ES&H Division.

#### **H.15 CONTRACTOR'S ORGANIZATION**

- (a) Organization chart. As promptly as possible after the execution of this contract, the Contractor shall furnish to the Contracting Officer a chart showing the names, duties, and organization of key personnel to be employed in connection with the work, and shall furnish, from time to time, supplementary information reflecting changes therein.
- (b) A competent full-time resident supervising representative of the Contractor satisfactory to the Contracting Officer shall be in charge of the work at all times.
- (c) The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. Such standards and procedures shall be subject to the approval of the Contracting Officer.

## **H.16 PERMITS**

Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which the work under this contract is performed.

## **H.17 SECURITY**

### **SECURITY REQUIREMENTS DOCUMENT FOR DOE PRIME AND SUBCONTRACTORS CONTRACTOR REQUIREMENTS**

Contractor employees working at or for the Strategic Petroleum Reserve (SPR) must comply with current Department of Energy and SPR security policies and procedures. This includes prebadging investigations, proof of citizenship, and proof of identity, unescorted/escorted access, security education, and site entry and exit controls. It is the Contractor's responsibility to ensure that safeguards and security are fully integrated into all activities commensurate with analyzed risk. All references to "Contractor" in this summary include Prime Contractors and their subcontractors.

The Contractor is required to designate in writing one supervisory employee to act as the Contractor Security Representative. The Contractor provides an appointment letter to the Government Representative, Construction Management Technical Representative (CMTR), or Subcontract Manager's Technical Representative (SMTR) which ever is applicable, who will distribute one copy to the DynMcDermott Petroleum Operations Company (DM) Security and Emergency Preparedness Directorate within 10 calendar days after the effective date of the Notice to Proceed or contract award. The Contractor security representative serves as the liaison between the Contractor and DM Security, through the Government Representative, CMTR, or SMTR to ensure that all SPR security requirements are followed.

Contractor personnel who are on SPR sites or in SPR leased-buildings must comply with DOE Order 1450.4, "Consensual Listening-In To or Recording Telephone/Radio Conversations." This Order establishes DOE policy concerning monitoring and recording telephone conversations. No communications or discussions are to be recorded without the concurrence of all parties involved. The Contractor security representative must indicate to the Government Representative, CMTR, or SMTR that a recording is being made. If a requirement exists to monitor any calls for any purpose, the Contractor must obtain approval according to the Order.



## SPR BADGES

A prebadging investigation must be conducted on all Contractor personnel (U.S. citizens and foreign nationals) working at or for the SPR to include access to the SPR Intranet. This is accomplished by completing a Prebadging Investigation Form consenting to a social security number and a criminal record background check. United States citizens must show proof of citizenship. Foreign nationals must complete the required foreign national paperwork as outlined in Paragraph 7. below.

Contractor personnel, who require access to the SPR Intranet and/or will be working at or for the SPR more than 6-months, must have a completed National Agency Check (NAC) prior to being issued an “unescorted badge”. This is accomplished by submitting a completed Standard Form 85 (SF-85), Questioner for Non-Sensitive Positions and the Declaration for Federal Employment, Optional Form (OF) 306, items 1, 2, 8 through 13, 16, and 17a. The contractor must also present proof of identity by showing the Registrar or Registrar designee two original identification documents and complete a fingerprint card. .

Pending completion of a NAC for contractors with access to the SPR intranet and/or who will work at or for the SPR in excess of 6-months, the contractor will receive an “escort required” badge.

Contractors, who do not require access to the SPR Intranet and will not work in excess of 6-months at or for the SPR, may receive an unescorted badge upon completion of a prebadging investigation conducted through DM security. In the interim, all contractor personnel must be escorted by a picture-badged employee at all times.

If the Contractor employee received an unfavorable investigation report, the individual is disapproved for badging and immediately denied entry to the site.

- Felony conviction within the last 5 years
- Violent misdemeanor conviction within the last 5 years
- Drug sale conviction within the last 5 years
- Drug possession within the last 2 years
- Pending charges, active warrant, or deferred adjudication regarding issues 1-4

- Probation or parole regarding issues 1-4 or nolo contendere
- “Driving Under The Influence” within the last 2 years – conditional approval subject to any state driving restrictions or requirement to drive on site.
- Pattern of disruptive or untrustworthy behavior.
- The individual is, or is suspected of being, a terrorist
- The individual has deliberately omitted, concealed, or falsified relevant and material facts from any Questioner for Non-Sensitive Positions (SF-85), or similar form used in the determination of eligibility for a DOE Security Badge.
- The individual has presented false or forged identity source documents
- The individual has been barred from Federal Employment

For Contractors who do not require access to the SPR Intranet and who will not work at or for the SPR longer than 6-months, they may submit a letter within 3 working days for denial of access to the SPR to the DM Security Manager justifying the continued need for employment on the SPR. Upon approval of this justification from the DM Security Manager, the individual will be issued an “Escort Required” badge and must remain escorted by a picture-badged Contractor employee at all times. If the DM Security Manager disapproves the request or if the Contractor chooses not to submit a letter justifying the continued need for access, the individual is denied entry to the SPR.

U.S. citizen Contractor personnel working at the SPR with a pending prebadging investigation will be issued an “Escort Required” badge upon entering the site. These individuals must furnish one pictured or two non-pictured means of identification each time when requesting an “Escort Required” badge. Personnel must wear the badge on the front of their outer garment between the neck and waist and ensure that it is visible at all times. Badges must be returned upon exiting the site.

An individual whose sole purpose on site is to deliver material or service equipment will be eligible for an “Escort Required” badge if he or she provides proper picture identification and if the Contractor confirms that the individual is authorized to enter the site. The Contractor will be responsible to provide an escort the entire time that delivery personnel are on site. Delivery service personnel who are not U.S. citizens will not be issued an “Escort Required”

badge, and will not be allowed onsite without completing all Unclassified Foreign Visits and Assignment documentation.

The Government will deduct a charge of \$250 from the Contractor's final payment for each individually issued employee's SPR badge that is not returned or accounted for upon contract completion. Before verification of the Contractor's final invoice, the Government will contact local DM Security to ensure that all security-related items (such as SPR badges, parking decals, and proximity wafers) have been returned and will notify the Government of the results.

When lost or not returned security-related items have been identified, the Contractor security representative will be notified to retrieve the missing security-related items. The Contractor security representative shall ensure that action is taken to recover and return the security-related items or that proper restitution is made before contract closeout.

#### PREBADGING

Contractor personnel working on the SPR will complete a Prebadging Investigation Form legibly and in ink. Falsification of the Prebadging Investigation Form will result in denied entry to SPR facilities. Under 18 U.S.C. 911, any person who misrepresents their citizenship on the Prebadging Investigation Form may be punished by imposition of fine, imprisonment, or both. Prebadging Investigation Forms may be provided at the preconstruction conference. Foreign Nationals also must meet the requirements stated in Paragraph 6. U.S. citizens must present proof of citizenship by providing one of the following documents.

- a. Original Certificate of U.S. Citizenship (birth certification) (INS Form N-560 or N-561). Original Certification of Birth Abroad issued by the Department of State (FS-545 or Form DS-1350).
- b. Original birth certificate issued by a state, country, municipal authority, or outlying possession of the United States bearing an official seal.
- c. Certificate of Naturalization (INS Form N-550 or N 570).
- d. U. S. Passport

At the same time the Prebadging Investigation Form is completed, the individual will be provided the SPR Basic Security Instructions, which summarize SPR security responsibilities. The Prebadging Investigation Form and signed SPR Basic Security Instructions agreement, which states that the employee will comply with security regulations, must be submitted to local DM Security no more than 15 working days before the employee begins assignment.

The prebadging investigation consists of a social security number search; local law enforcement checks where the individual has lived during the past 5 years and where the individual is presently working. An interruption over 120 days in SPR Contractor employment requires resubmitting a completed Prebadging Investigation Form. Local DM Security notifies the Contractor security representative of the results of prebadging investigations.

### PERSONAL IDENTITY VERIFICATION

For contractors that require access to the SPR Intranet or will be working at the SPR longer than 6-months will require a National Agency Check with Inquiries (NACI). The Government Representative, CMTR, or SMTR will have each contractor and subcontractor employee complete a Questioner for a Non-Sensitive position, SF-85 and the Declaration for Federal Employment, OF 306, items 1, 2, 8 through 13, 16, 17a. .

The contractor employee will personally give the Registrar or Registrar designee all documentation to include two original forms of identification described on the Form I-9 located at: <http://uscis.gov/graphics/formsfee/forms/files/i-9.pdf>. The employee must also be fingerprinted by DM security for inclusion in the request package.

Once the SPRPMO Registrar receives the SF 85, and OPM Optional Form (OF) 306, it will take approximately 5- 10 working days to complete the initial National Agency Check (NAC). If the NAC is favorably returned, the employee will be notified and a badge may be issued. If the NAC is unfavorable, the contractor employee may appeal in accordance with Department of Energy Notice 206.3., Paragraph 4. b. (13).

### SECURITY PLAN

A security plan may be developed for special situations or circumstances which would include, but not be limited to Contractor work activities, such as establishment of a construction zone, removal of sections of protection fences or barriers, or require disabling or modification of the physical protection system

that requires alternate measures or deviation from normal security procedures. Under normal circumstances notification of the start and planned duration of these activities by the Contractor should be submitted to DOE and the DM Site Security Specialist a minimum of five working days prior to the start of work. A security plan will be developed by the DM Site Security Specialist in accordance with Security Operations Manual ASI5600.1; E0, Section 3.1.4. d. Special Designated Security Area, coordinated with the Contractor and site management for approval. Minimum requirements for the security plan include the following:

- a. Location of the work area.
- b. Purpose or requirements justifying departure from normal provisions.
- c. Access list completed in Vehicle/Visitor Register format to be used for daily access.
- d. Escort procedures.
- e. Area limitations or demarcation.
- f. Operational hours, proposed start date and duration of project.
- g. Special provisions for access or transportation.

**PROPRIETARY INFORMATION**  
**SPR**  
**STRATEGIC PETROLEUM RESERVE**  
**AUTHORITY TO RELEASE INFORMATION**  
**PREBADGING INVESTIGATION**

**TO WHOM IT MAY CONCERN**

I HEREBY AUTHORIZE ANY AUTHORIZED REPRESENTATIVE OF THE STRATEGIC PETROLEUM RESERVE BEARING THIS RELEASE, OR COPY THEREOF, WITHIN 60 DAYS OF ITS DATE, TO OBTAIN ANY INFORMATION RELATING TO MY ACTIVITIES FROM PUBLIC RECORDS INCLUDING RECORDS OF CRIMINAL CONVICTIONS AND SOCIAL SECURITY NUMBER VERIFICATION.

I HEREBY REQUEST YOU TO RELEASE SUCH INFORMATION UPON REQUEST OF THE BEARER. THIS RELEASE IS EXECUTED WITH FULL KNOWLEDGE AND UNDERSTANDING THAT THE INFORMATION IS FOR THE OFFICIAL USE OF THE STRATEGIC PETROLEUM RESERVE.

I HEREBY RELEASE YOU, AS THE CUSTODIAN OF SUCH RECORDS, FROM ANY AND ALL LIABILITY FOR DAMAGES OF WHATEVER KIND, WHICH MAY AT ANY TIME RESULT TO ME, MY HEIRS OR ASSIGNS, FAMILY OR ASSOCIATES, BECAUSE OF COMPLIANCE WITH THIS AUTHORIZATION AND REQUEST TO RELEASE INFORMATION, OR ANY ATTEMPT TO COMPLY WITH IT. SHOULD THERE BE ANY QUESTIONS AS TO THE VALIDITY OF THE RELEASE, YOU MAY CONTACT ME AS INDICATED ON THIS FORM.

**PRIVACY ACT STATEMENT**

**PURPOSES AND USES**

INFORMATION PROVIDED ON THIS FORM WILL BE FURNISHED TO INDIVIDUALS IN ORDER TO OBTAIN INFORMATION REGARDING YOUR ACTIVITIES IN CONNECTION WITH AN INVESTIGATION TO DETERMINE SUITABILITY FOR UNESCORTED ACCESS TO THE STRATEGIC PETROLEUM RESERVE TO PERFORM CONTRACTUAL SERVICE FOR THE FEDERAL GOVERNMENT. AN INVESTIGATIVE REPORT RESULTING IN SUBSTANTIAL DEROGATORY INFORMATION OR CRIMINAL HISTORY WILL RESULT IN A DISAPPROVAL FOR BADGING AND AN IMMEDIATE DENIED ENTRY UNTIL PREBADGING PREREQUISITES ARE MET. THE INFORMATION OBTAINED MAY BE FURNISHED TO THIRD PARTIES AS NECESSARY IN THE FULFILLMENT OF OFFICIAL RESPONSIBILITIES.

**EFFECTS OF NONDISCLOSURES**

AUTHORIZING THE RELEASE OF THE REQUESTED INFORMATION IS VOLUNTARY, BUT YOUR FAILURE TO AUTHORIZE THE RELEASE OF THE INFORMATION OR INABILITY OF THE STRATEGIC PETROLEUM RESERVE TO OBTAIN ALL OR PART OF THE INFORMATION WILL RESULT IN DENIED ACCESS TO THE STRATEGIC PETROLEUM RESERVE.

PRINT FULL LEGAL NAME \_\_\_\_\_  
LAST FIRST MIDDLE (Jr., Sr., etc.)

EMPLOYER \_\_\_\_\_

INDIVIDUAL REQUESTING INVESTIGATION \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

INDIVIDUAL VERIFYING CITIZENSHIP \_\_\_\_\_

SUBCONTRACTOR MANAGER TECHNICAL REPRESENTATIVE \_\_\_\_\_

CONTRACT ISSUED FOR ☐ SINGLE SITE ☐ MULTIPLE SITES CONTRACT NO. \_\_\_\_\_

CONTRACT EXPIRATION DATE \_\_\_\_\_ SITE REQUESTED FOR BADGING \_\_\_\_\_

**NEW ORLEANS SECURITY USE ONLY**

INDIVIDUAL IS	<input type="checkbox"/> APPROVED FOR BADGING	<input type="checkbox"/> DISAPPROVED FOR BADGING
SIGNATURE _____	DATE _____	

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**DISTRIBUTION: GREEN: M&O N.O. SECURITY/ WHITE: SITE SECURITY**  
**PROPRIETARY INFORMATION**

**PROPRIETARY INFORMATION**  
**THIS FORM MUST BE COMPLETED LEGIBLY AND IN INK.**

**ADDRESSES:** LIST ALL ADDRESSES FOR LAST 7 YEARS BEGINNING WITH THE PRESENT ADDRESS.

DATE	FULL HOME ADDRESS
FROM (MO./YR.)(MO./YR.)	TO
_____ - <b><u>PRESENT</u></b> _____	
	STREET ADDRESS _____
	CITY _____ COUNTY/PARISH _____ STATE _____ ZIP CODE _____
_____ - _____	
	STREET ADDRESS _____
	CITY _____ COUNTY/PARISH _____ STATE _____ ZIP CODE _____
_____ - _____	
	STREET ADDRESS _____
	CITY _____ COUNTY/PARISH _____ STATE _____ ZIP CODE _____
_____ - _____	
	STREET ADDRESS _____
	CITY _____ COUNTY/PARISH _____ STATE _____ ZIP CODE _____
_____ - _____	
	STREET ADDRESS _____
	CITY _____ COUNTY/PARISH _____ STATE _____ ZIP CODE _____

**SOCIAL SECURITY NUMBER** \_\_\_\_\_

**PERSONAL INFORMATION**

DATE OF BIRTH _____	CITY/STATE OF BIRTH _____	<b>NOTE: NATURALIZED CITIZENS MUST PRODUCE NATURALIZATION PAPERS FOR REVIEW</b>
COUNTRY OF CITIZENSHIP _____		

CERTIFICATE NO. \_\_\_\_\_ DATE \_\_\_\_\_

**EMPLOYER** \_\_\_\_\_ AREA CODE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY _____	STATE _____	ZIP CODE _____
POSITION _____	SUPERVISOR _____	

HAVE YOU BEEN ARRESTED, CHARGED, OR CONVICTED OF A MISDEMEANOR OR FELONY (EXCLUDING TRAFFIC VIOLATIONS) WITHIN THE LAST FIVE (5) YEARS? (FAILURE TO ANSWER TRUTHFULLY WILL RESULT IN A DISAPPROVAL FOR BADGING.)

☐ YES ☐ NO IF YES, PROVIDE COUNTRY/PARISH AND STATE. COUNTY/PARISH \_\_\_\_\_ STATE \_\_\_\_\_

SIGNATURE IN FULL \_\_\_\_\_ DATE \_\_\_\_\_

*FIRST, MIDDLE, LAST*

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**DISTRIBUTION: GREEN: M&O N.O. SECURITY/ WHITE: SITE SECURITY**

*PROPRIETARY INFORMATION*

## ENTRY AND CIRCULATION OF CONTRACTOR PERSONNEL

During the performance of the contract and once the prerequisites are met, Contractor employees have the right to enter and exit through designated gates at the SPR facility where work under this contract is being performed. Prerequisites to unescorted site access are not limited to requirements contained in this summary. Other prerequisites such as Environment, Safety and Health Awareness Training may also be required.

The following items are prohibited on any SPR site or in parking spaces owned or leased by the SPR or by any SPR contractor at any tier:

- a. Firearms.
- b. Dangerous Weapons.
- c. Explosives.
- d. Instruments or material likely to produce substantial injury to persons or damage to persons or property.
- e. Controlled substances (e.g. illegal drugs, associated paraphernalia, but not prescription medications).
- f. Other articles prohibited by law (Title 10, Code of Federal Regulations (CFR) Part 1048.4).

The introduction of firearms or dangerous weapons on the SPR will result in confiscation of the weapons and possible prosecution under 42 U.S.C. 7270b and 10 CFR 1048, or other applicable law.

The protective force, under the direction of the DM security manager, controls entry into SPR facilities. Denial for cause or reasonable delay of entry is not considered sufficient grounds for any contract performance delay claim.

## CITIZENSHIP

The Contractor is responsible for notifying the Government Representative, CMTR, or SMTR of any permanent resident alien or non-immigrant alien Contractor personnel. The Contractor security representative shall ensure completion of the required paperwork for foreign nationals. Lead time for foreign nationals is between 15 and 45 days in advance of the contract start. The



Government Representative, CMTR, or SMTR will obtain the necessary lead-time determination and forms from local DM Security. Each foreign national must have a U.S. host who is sponsoring the foreign visitor or assignee. The host may be a DOE, Construction Management Services contractor or other contractor employee. The host must complete all prerequisites.

A “Foreign Visitor Escort Required” badge may be issued to a foreign national when authorized by the appropriate approval authority. A foreign national assignee may be receive a “no-escort required badge after completing a favorable prebadging investigation.

### REPORTING CRIMINAL OR SUSPICIOUS ACTIVITIES

During this contract, the Contractor is responsible for reporting to the Government Representative, CMTR, or SMTR any violation of law, loss of security, or incident of security concern. Examples of matters to be reported include any loss of Government-owned tools or equipment, sabotage, or vandalism (known or suspected).

### CONTRACTOR SECURITY AND PROTECTION OF WORK

The presence of DM Security as described above in no way relieves the Contractor of the responsibility for providing security for construction work areas, materials, and equipment. The Contractor and Contractor employees are responsible for the protection of and reporting unattended government information, including all classified information and information marked as “Official Use Only (OUO)”, Sensitive Unclassified Information (SUI), “Unclassified Controlled Nuclear Information (UNCI), and “Unclassified but Sensitive Information (SBU). Each individual is directly responsible for following security requirements and contributing to the security of the SPR mission, workers and workplaces.

The Government assumes no responsibility for the Contractor’s parking and letdown yard, nor for offsite work. The Government assumes no liability for material, tools, or equipment lost or damaged, or for any damage to installed work before its acceptance by the Government. The Contractor must make good all damages without delay and without expense to DOE. The Contractor shall fulfill the following responsibilities to protect equipment and work.

- a. Protect and preserve all materials, supplies, and equipment (including Government-furnished property), and safeguard work performed until it is accepted by the Government.

b. Ensure that the integrity of the security of the construction work area is maintained.

c. Ensure that protective measures do not interfere with SPR operations. (These measures must be acceptable to the Government in all cases.)

#### **VEHICLE PERMITS**

The Government Representative, CMTR, or SMTR through the M&O contractor determines site parking privileges on site. If parking is allowed, the Government Representative, CMTR, or SMTR will designate parking areas for the number of personal vehicles of the Contractor that can be accommodated on site, otherwise personal vehicles will be parked off site. Vehicles entering the site must be properly licensed, inspected, and insured as required by state law. The operator of the vehicle entering the site must show a valid state driver's license and a copy of a current insurance certificate for insurance covering the site.

Temporary Vehicle Registration cards or Vehicle Decals may be issued for Contractor vehicles requiring entry to site areas. The site security specialist issues Temporary Vehicle Registration cards for contract duration after completion of a Vehicle Registration form. The protective force issues vehicle passes as required. These passes are returned daily upon the Contractor's departure from the site.

The Contractor security representative must submit a listing of personal and company vehicles used for contract purposes on site to the Government Representative, CMTR, or SMTR for local DM Security.

### **H.18 INFORMATION TECHNOLOGY EQUIPMENT USAGE**

In order to assure continuity and compatibility among the SPR project participants, the contractor will be an integral part of the SPR Wide Area Network (SPRWAN). The Government will furnish to the contractor the necessary computer and telecommunications hardware and software. The contractor shall not acquire or use any other hardware or software without the prior written approval of the Contracting Officer. A summary of the SPRWAN hardware and software is provided in Part III, Section J, Attachment 6.

### **H.19 INFORMATION TECHNOLOGY EQUIPMENT LEASING**

- (a) If the Contractor leases IT equipment for use under this contract, the Contractor shall include a provision in the rental contract stating that the

Government shall have the unilateral right to exercise any purchase option under the rental contract between the Contractor and the IT equipment vendor and to realize any other benefits earned through rental payments.

- (b) The Contractor shall furnish a copy of the rental contract to the Contracting Officer.

## **H.20 UNIFORM REPORTING SYSTEM**

The Contractor shall prepare and submit (postage paid) the plans and reports indicated on DOE Form 1332.1 (Section J, Attachment 4a), Reporting Requirements Checklist or amendments to this checklist included in this contract, to the addressees and in the specified number of copies as designated in the attachment to the checklist. The Contractor shall prepare the specified plans and reports in accordance with the formats and structures set forth in DOE Order 1332.1A (Section J, Attachment 4). The Contractor shall be responsible for levying appropriate reporting requirements on any subcontractors in such a manner to ensure that data submitted by the subcontractor to the contractor is timely and compatible with the data elements that the Contractor is responsible for submitting to DOE. Plans and reports submitted in compliance with this provision are in addition to any other reporting requirements of this contract.

## **H.21 PHASE-OUT**

For the purpose of this contract, phase-out cost is defined as allowable costs incurred directly related to the cessation of work after official notification in writing by the Contracting Officer that the Contractor was not selected to be the succeeding contractor, for a period not to exceed 14 days.

It is recognized that the Contractor is required to perform close-out activities beyond the Phase-Out Period and that the cost of such Close-Out activities will not be directly charged to this contract.

## **H.22 PROHIBITION AGAINST WORK FOR ANY SPR PRIME CONTRACTORS AND SUBCONTRACTORS**

The Contractor agrees upon assumption of his full contract responsibilities; he will not perform any work for any other SPR prime contractor or subcontract at any time during this contract, unless approved, in writing, by the Contracting Officer.

## **H.23 FAR 31.103 PRICING OF ADJUSTMENTS**

When costs are a factor in any determination of a contract price adjustment pursuant to the “Changes” clause or any other provision of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the FAR (48 CFR 31) as supplemented or modified by DEAR 931 (48 CFR 931) in effect on the date of the contract.

## **H.24 SEVERANCE PAY**

It is agreed that upon termination or completion of this contract, employee severance pay shall not be charged to this contract when an employee voluntarily elects to stay in place and work for the succeeding contractor. Allowable severance pay shall not exceed that which the Contractor’s policies provide for on the effective date of this contract.

## **H.25 PAYMENT OF OVERTIME PREMIUMS**

Pursuant to Paragraph a. of FAR 52.222-2 entitled “Payment for Overtime Premiums” Section I, I.41, the total cost of this contract contains overtime premium costs as listed below:

Overtime Premium: \$0

Any premium cost required in excess of the above amount shall require the prior written approval of the Contracting Officer.

## **H.26 EXERCISE OF OPTION(S)**

The Department of Energy has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance. The Department has provided a mechanism for continuing a contractual relationship with a successful contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the contractor, in writing, by the contracting officer or designated representative. When deciding whether to exercise the option, the contracting officer will consider the quality of the contractor’s performance under this contract.

## **H.27    STANDARD INSURANCE REQUIREMENTS**

In accordance with the Contract Clause, entitled “Insurance - Liability to Third Persons,” the following kinds and minimum amounts of insurance are required during the performance of this contract:

- (a)    Worker’s Compensation and Employer’s Liability Insurance:
  - (1)    The amount required by the State of Louisiana under applicable Workers’ Compensation and occupational disease statutes.
  - (2)    Employer’s liability insurance in the amount of \$100,000.
- (b)    General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

- (c) Automobile Liability Insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.